

payment of the costs of the proceedings and the execution of a bond in the sum of \$500, conditioned in part that it be salvaged under the supervision of this department, and not be sold or otherwise disposed of contrary to law.

W. M. JARDINE, *Secretary of Agriculture.*

**14683. Adulteration and misbranding of cottonseed meal. U. S. v. 50 Bags of Cottonseed Meal. Consent decree of condemnation and forfeiture. Product released under bond. (F. & D. No. 21054. I. S. No. 6326-x. S. No. E-5756.)**

On or about May 4, 1926, the United States attorney for the District of Delaware, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district a libel praying seizure and condemnation of 50 bags of cottonseed meal, at Mt. Pleasant, Del., alleging that the article had been shipped by the Eastern Cotton Oil Co., from Hartford, N. C., on or about February 19, 1926, and transported from the State of North Carolina into the State of Delaware, and charging adulteration and misbranding in violation of the food and drugs act. The article was labeled in part: "Dutch Maid Cotton Seed Meal \* \* \* Manufactured By Eastern Cotton Oil Company Guarantee Protein not less than 41.00% Equivalent to Ammonia 8.00%."

Adulteration of the article was alleged in the libel for the reason that a substance low in protein (ammonia) had been substituted in part for the said article and had been mixed and packed therewith so as to reduce, lower, and injuriously affect its quality and strength.

Misbranding was alleged for the reason that the labels on the bags containing the article bore the statement "Guarantee Protein not less than 41.00% Equivalent to Ammonia 8.00%," which said statement was false and misleading and deceived and misled the purchaser. Misbranding was alleged for the further reason that the article was offered for sale under the distinctive name of another article.

On June 7, 1926, the Eastern Cotton Oil Co., Norfolk, Va., claimant, having consented to the entry of a decree, paid the costs of the proceedings and executed a bond in the sum of \$200, in conformity with section 10 of the act, judgment of condemnation and forfeiture was entered, and it was ordered by the court that the product be delivered to the said claimant.

W. M. JARDINE, *Secretary of Agriculture.*

**14684. Adulteration and misbranding of canned oysters. U. S. v. Sea Food Co. Plea of guilty. Fine, \$150. (F. & D. No. 17693. I. S. Nos. 7628-v, et al.)**

On February 20, 1926, the United States attorney for the Southern District of Mississippi, acting upon a report by the Secretary of Agriculture, filed in the District Court of the United States for said district an information against the Sea Food Co., a corporation, Biloxi, Miss., alleging shipment by said company, in violation of the food and drugs act as amended, on or about April 29, 1922, from the State of Mississippi into the State of Colorado, of quantities of canned oysters which were adulterated and misbranded. The article was labeled in part: (Can) "Darling Brand Cove Oysters Packed By Sea Food Co. Biloxi, Miss. \* \* \* Contents 4 Ozs. Oysters." (or "Contents 8 Ozs. Oysters").

Adulteration of the article was alleged in the information for the reason that a substance, to wit, water or brine, had been mixed and packed therewith so as to lower and reduce and injuriously affect its quality and strength and for the further reason that excessive water or excessive brine had been substituted in part for oysters which the article purported to be.

Misbranding was alleged for the reason that the statements, to wit, "Oysters" and "Contents 4 Ozs." or "Contents 8 Ozs.," borne on the labels, were false and misleading, in that the said statements represented that the article consisted wholly of oysters, and that each of said cans contained 4 ounces or 8 ounces, as the case might be, of oysters, and for the further reason that the article was labeled as aforesaid so as to deceive and mislead the purchaser into the belief that it consisted wholly of oysters, and that each of said cans contained 4 ounces or 8 ounces, as the case might be, of oysters, whereas it did not consist wholly of oysters but did consist in part of excessive water or brine, and each of said cans did not contain the amount declared on the label but did contain a less amount. Misbranding was alleged for the further reason that the article was food in package form and the quantity of the contents was not plainly and conspicuously marked on the outside of the packages.